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INTERSTATE COMMERCE COMMISSION

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**PULLMAN TRANSPORT LEASING COMPANY  
EQUIPMENT TRUST**

**(Series 4)**

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**EQUIPMENT TRUST AGREEMENT**

**Dated as of April 1, 1973**

**BY AND BETWEEN**

**THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
Trustee**

**AND**

**PULLMAN TRANSPORT LEASING COMPANY**

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**EQUIPMENT TRUST AGREEMENT** dated as of April 1, 1973, by and between THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the Trustee), and PULLMAN TRANSPORT LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company).

WHEREAS, the Company has agreed to cause to be sold, transferred and delivered to the Trustee the railroad equipment described herein; and

WHEREAS, title to such railroad equipment is to be vested in and is to be retained by the Trustee, and such railroad equipment is to be leased to the Company hereunder until title is transferred under the provisions hereof; and

WHEREAS, Pullman Transport Leasing Company Equipment Trust Certificates (Series 4) (hereinafter called the Trust Certificates) are to be issued and sold in an aggregate principal amount not exceeding \$23,000,000, and the net proceeds of such sale together with such other cash, if any, as may be required to be deposited by the Company as hereinafter provided is to constitute a fund equal to the aggregate principal amount of Trust Certificates so issued and sold, to be known as PULLMAN TRANSPORT LEASING COMPANY EQUIPMENT TRUST (SERIES 4); and

WHEREAS, the texts of the Trust Certificates and the guaranty to be endorsed on the Trust Certificates by the

Company are to be substantially in the following forms, respectively:

[FORM OF TRUST CERTIFICATE  
MATURING ON MAY 1, 1971]

THE REGISTERED HOLDER HEREOF HAS REPRESENTED THAT IT HAS ACQUIRED THIS CERTIFICATE FOR INVESTMENT AND NOT FOR RESALE. ACCORDINGLY, THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

\$.....

No.....

PULLMAN TRANSPORT LEASING COMPANY

7 $\frac{5}{8}$ % EQUIPMENT TRUST CERTIFICATE

DUE MAY 1, 1981

(SERIES 4)

TOTAL AUTHORIZED ISSUE \$23,000,000

The Chase Manhattan Bank (National Association),  
Trustee

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement (hereinafter called the Agreement) dated as of April 1, 1973, by and between the Trustee and PULLMAN TRANSPORT LEASING COMPANY, a Delaware corporation (hereinafter called the Company), hereby certifies that

or registered assigns is entitled to an interest of

Dollars in Pullman Transport Leasing Company Equipment Trust (Series 4), payable May 1, 1981, upon presentation and surrender of this Trust Certificate to the Trustee at its principal corporate trust office in the Borough of Manhattan, The City of New York, and to dividends thereon, payable on May 1 and November 1 in each year, at the rate of  $7\frac{5}{8}\%$  per annum from the date hereof until the principal amount represented by this Trust Certificate shall have become due, with interest on any overdue principal and dividends, to the extent legally enforceable, at the rate of  $8\frac{3}{4}\%$  per annum. Payment of the principal of and dividends on this Trust Certificate will be made by the Trustee to the registered holder hereof in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, but only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions of the Agreement.

Dividends, and interest on any overdue principal and dividends, shall be determined on the basis of a 360-day year of 12 30-day months.

This Trust Certificate is one of an authorized issue of Equipment Trust Certificates (herein called the Trust Certificates) in an aggregate principal amount not exceeding \$23,000,000, consisting of not to exceed \$10,000,000 aggregate principal amount which will mature on May 1, 1981 (hereinafter called the 1981 Trust Certificates), and not to exceed \$13,000,000 aggregate principal amount which will mature on May 1, 1993, and issued or to be issued under and subject to the terms of the Agreement, pursuant to which certain railroad equipment leased to the Company (or

cash or obligations defined in the Agreement as "Investments" in lieu thereof, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the registered holders of the Trust Certificates issued thereunder. Reference is made to the Agreement (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Trust Certificate, assents.

As a sinking fund for the 1981 Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before May 1 in each year, commencing May 1, 1974, and continuing to and including May 1, 1980, of additional rental in an amount sufficient to redeem \$1,250,000 aggregate principal amount of 1981 Trust Certificates in each of the years 1974 through 1980, both inclusive.

The Trust Certificates are issuable as fully registered Trust Certificates in denominations of \$1,000 and any multiple of \$1,000. The several denominations of Trust Certificates bearing the same maturity are interchangeable upon presentation thereof for that purpose at said office of the Trustee in the Borough of Manhattan, The City of New York, but only in the manner subject to the limitations and upon payment of the charges provided in the Agreement.

This Trust Certificate is transferable by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at its said office in the Borough of Manhattan, The City of New York, of this Trust Certificate accompanied by a written instrument of transfer, duly executed by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and there-

upon a new Trust Certificate or Certificates, bearing the same maturity, in authorized denominations for the then unpaid principal amount hereof will be issued to the transferee in exchange herefor and, if less than the entire principal amount hereof is transferred, a balance piece therefor will be issued to the transferor. The Trustee and the Company may deem and treat the person in whose name the Trust Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Trust Certificate may be declared and become due and payable in the manner and with the effect provided in the Agreement.

This Trust Certificate shall not be valid or become obligatory for any purpose until it has been manually signed by an officer of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Trust Certificate to be signed by one of its Vice Presidents and the corporate seal of the Trustee or a facsimile thereof to be hereto affixed or hereon imprinted and to be attested by one of its Assistant Secretaries.

Dated:

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
*Trustee,*

By .....

Attest: *Vice President*

.....  
*Assistant Secretary*

[FORM OF TRUST CERTIFICATE  
MATURING ON MAY 1, 1993]

THE REGISTERED HOLDER HEREOF HAS REPRESENTED THAT IT HAS ACQUIRED THIS CERTIFICATE FOR INVESTMENT AND NOT FOR RESALE. ACCORDINGLY, THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

\$.....

No.....

PULLMAN TRANSPORT LEASING COMPANY

7¾% EQUIPMENT TRUST CERTIFICATE

DUE MAY 1, 1993

(SERIES 4)

TOTAL AUTHORIZED ISSUE \$23,000,000

The Chase Manhattan Bank (National Association),  
Trustee

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement (hereinafter called the Agreement) dated as of April 1, 1973, by and between the Trustee and PULLMAN TRANSPORT LEASING COMPANY, a Delaware corporation (hereinafter called the Company), hereby certifies that

or registered assigns is entitled to an  
interest of

Dollars in Pullman Transport Leasing Company Equipment Trust (Series 4), payable May 1, 1993, upon presentation and surrender of this Trust Certificate to the Trustee at its principal corporate trust office in the Borough of Manhattan, The City of New York, and to dividends thereon, payable on May 1 and November 1 in each year, at the rate of  $7\frac{3}{4}\%$  per annum from the date hereof until the principal amount represented by this Trust Certificate shall have become due, with interest on any overdue principal and dividends, to the extent legally enforceable, at the rate of  $8\frac{3}{4}\%$  per annum. Payment of the principal of and dividends on this Trust Certificate will be made by the Trustee to the registered holder hereof in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, but only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions of the Agreement.

Dividends, and interest on any overdue principal and dividends, shall be determined on the basis of a 360-day year of 12 30-day months.

This Trust Certificate is one of an authorized issue of Equipment Trust Certificates (herein called the Trust Certificates) in an aggregate principal amount not exceeding \$23,000,000, consisting of not to exceed \$10,000,000 aggregate principal amount which will mature on May 1, 1981, and not to exceed \$13,000,000 aggregate principal amount which will mature on May 1, 1993 (hereinafter called the 1993 Trust Certificates), and issued or to be issued under and subject to the terms of the Agreement, pursuant to which certain railroad equipment leased to the Company (or cash or obligations defined in the Agreement as "Investments" in lieu there-



of, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the registered holders of the Trust Certificates issued thereunder. Reference is made to the Agreement (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Trust Certificate, assents.

As a sinking fund for the 1993 Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before May 1 in each year, commencing May 1, 1982, and continuing to and including May 1, 1992, of additional rental in an amount sufficient to redeem \$1,100,000 aggregate principal amount of 1993 Trust Certificates in each of the years 1982 through 1992, both inclusive. In addition, on May 1, 1982 and on each sinking fund payment date thereafter the Company may pay additional rental as a sinking fund to redeem such greater amount not exceeding \$1,100,000 aggregate principal amount of 1993 Trust Certificates as the Company may at its option specify in accordance with the Agreement. Such right to make additional rental payments is non-cumulative. As more fully provided in the Agreement, the 1993 Trust Certificates are subject to redemption in whole or in part through the application of such optional additional rental on May 1, 1982, and on each May 1 thereafter to and including May 1, 1992, on not less than 30 days' prior notice given as provided in the Agreement, at 100% of the principal amount thereof, together with accrued and unpaid dividends to the date fixed for redemption.

The Trust Certificates are issuable as fully registered Trust Certificates in denominations of \$1,000 and any multiple of \$1,000. The several denominations of

Trust Certificates bearing the same maturity are interchangeable upon presentation thereof for that purpose at said office of the Trustee in the Borough of Manhattan, The City of New York, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement.

This Trust Certificate is transferable by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at its said office in the Borough of Manhattan, The City of New York, of this Trust Certificate accompanied by a written instrument of transfer, duly executed by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and thereupon a new Trust Certificate or Certificates, bearing the same maturity, in authorized denominations for the then unpaid principal amount hereof will be issued to the transferee in exchange herefor and, if less than the entire principal amount hereof is transferred, a balance piece therefor will be issued to the transferor. The Trustee and the Company may deem and treat the person in whose name the Trust Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Trust Certificate may be declared and become due and payable in the manner and with the effect provided in the Agreement.

This Trust Certificate shall not be valid or become obligatory for any purpose until it has been manually signed by an officer of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Trust Certificate to be signed by one of its Vice Presidents and the corporate seal of the Trustee or a facsimile thereof to be hereto affixed or hereon imprinted and to be attested by one of its Assistant Secretaries.

Dated:

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
*Trustee,*

By .....  
*Vice President*

Attest:

.....  
*Assistant Secretary*

[FORM OF GUARANTY FOR TRUST CERTIFICATES]

Pullman Transport Leasing Company, for a valuable consideration, hereby unconditionally guarantees to the registered holder of the within Trust Certificate the prompt payment of the principal of said Trust Certificate, and of the dividends thereon specified in said Trust Certificate, with interest on any overdue principal and dividends, to the extent legally enforceable, at the rate of  $8\frac{3}{4}\%$  per annum, all in accordance with the terms of said Trust Certificate and the Equipment Trust Agreement referred to therein.

PULLMAN TRANSPORT LEASING COMPANY,

By .....  
*President*

WHEREAS, it is desired to secure to the holders of the Trust Certificates the payment of the principal and dividends thereon as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

## ARTICLE ONE

### DEFINITIONS

SECTION 1.01. *Definitions.* The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the respective meanings hereinafter specified:

*Affiliate* of any corporation shall mean any corporation which, directly or indirectly, controls or is controlled by, or is under common control with, such corporation. For the purposes of this definition, *control* (including *controlled by* and *under common control with*), as used with respect to any corporation, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

*Company* shall mean Pullman Transport Leasing Company, whose address is, and whose chief place of business and chief executive office is located at, 200 South Michigan Avenue, Chicago, Illinois 60604, and any successor or successors to it complying with the provisions of Section 4.09 or 6.04.

*Corporate Trust Office* shall mean the office of the Trustee at which the corporate trust business of the Trustee shall, at the time in question, be administered, which office is, on the date of execution of this Agreement,

located at One New York Plaza, New York, New York: 10015.

*Cost*, when used with respect to Equipment not built by the Company or any Affiliate of the Company, shall mean the actual cost thereof to the Company, and, with respect to Equipment built by the Company or any such Affiliate, shall mean so-called "carbuilder's cost" including direct cost of labor and material and overhead, but excluding any manufacturing profit.

*Default* shall mean

(1) any Event of Default; and

(2) the occurrence and continuance of an event which, with the giving of notice or the passage of time or both, would if not remedied or cured constitute an Event of Default.

The Company shall "be in Default" if a Default shall have occurred and be continuing.

*Deposited Cash* shall mean the aggregate of (a) the proceeds from the sale of the Trust Certificates deposited with the Trustee pursuant to Section 2.01 and, when required or indicated by the context, any Investments purchased by the use of such proceeds pursuant to the provisions of Section 8.04, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 4.04(B) (1)(b) and on deposit with the Trustee.

*Depreciated Cost* of any Equipment shall mean the Cost thereof less 3.6% in the case of tank cars and 4.5% in the case of all other Equipment of such Cost for each full period of one year elapsed between the date such Equipment was first put into use by the Company as certified to the Trustee and, unless otherwise specified, the first date on

which any Equipment is delivered to the Trustee pursuant to Section 3.01.

*Equipment* shall mean standard-gauge railroad equipment (other than passenger or work equipment), first put into use on or after July 1, 1972, except that, for the purposes of Sections 4.07 and 4.08, where railroad equipment is being conveyed to the Trustee (A) in replacement of Trust Equipment (i) sold or contracted to be sold by the Company or (ii) which has become worn out, unsuitable for use, lost or destroyed or (B) against the payment by the Trustee to the Company of cash deposited pursuant to Section 4.07 or 4.08 in respect of Trust Equipment (i) so sold or contracted to be sold or (ii) which has become worn out, unsuitable for use, lost or destroyed, Equipment means standard-gauge railroad equipment (other than passenger or work equipment) irrespective of when first put into use.

*Event of Default* shall mean any event specified in Section 5.01 to be an Event of Default.

The word *holder*, when used with respect to Trust Certificates, shall mean the registered holder of said Trust Certificates and include the plural as well as the singular number.

*Investments* shall mean (i) bonds, notes or other direct obligations of the United States of America or obligations for which the full faith and credit of the United States are pledged to provide for the payment of the interest and principal, in each case maturing within one year after the date of investment therein, (ii) open market commercial paper of any company incorporated and doing business under the laws of the United States of America or one of the States thereof given a rating "A-1" by Standard & Poor's Corporation or an equivalent rating by a successor thereto or a similar rating service substituted therefor and (iii) cer-

tificates of deposit of or time deposits with the Trustee and/or in banks or trust companies incorporated and doing business under the laws of the United States of America or one of the States thereof having a capital and surplus aggregating at least \$50,000,000.

*Officers' Certificate* shall mean a certificate signed by the Chairman of the Board, the President, a Vice President, the General Manager, the Comptroller, the Secretary, an Assistant Secretary, the Treasurer or any Assistant Treasurer of the Company.

*Opinion of Counsel* shall mean an opinion in writing signed by legal counsel who shall be satisfactory to the Trustee and who may, unless in a particular instance the Trustee shall otherwise require, be an employee of or counsel to the Company. The acceptance by the Trustee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

*Owner* shall mean the manufacturer or other person transferring title to any of the Equipment to the Trustee and shall, if such is the case, include the Company.

*Penalty Rate* shall mean a rate of  $8\frac{3}{4}\%$  per annum.

*Purchase Price*, when used with respect to Equipment, shall mean the purchase price to the Trustee as evidenced by an invoice or invoices of the Owner or Owners of such Equipment, if such Owner is not the Company or an Affiliate, or the lesser of the Depreciated Cost or fair value of such Equipment, if the Owner is the Company or an Affiliate.

*Request* shall mean a written request for the action therein specified, delivered to the Trustee, dated not more than ten days prior to the date of delivery to the Trustee and signed on behalf of the Company by the Chairman of the Board, the President, a Vice President, the Treasurer,

any Assistant Treasurer or the General Manager of the Company.

*Sinking Fund Redemption Date* shall mean, with respect to Trust Certificates maturing on May 1, 1981, May 1 in each year commencing May 1, 1974, and continuing to and including May 1, 1980, and with respect to Trust Certificates maturing on May 1, 1993, May 1 in each year commencing May 1, 1982, and continuing to and including May 1, 1992.

*Trust Certificates* shall mean the Trust Certificates issued hereunder.

*Trust Equipment* shall mean all Equipment at the time subject to the terms of this Agreement.

*Trustee* shall mean The Chase Manhattan Bank (National Association), a national banking association, and, subject to the provisions of Article Eight, any successor as trustee hereunder.

*Value*, as used herein, shall mean an amount determined as follows:

(1) The Value of any unit of Trust Equipment assigned or transferred by the Trustee as provided in Section 4.07 and, as used in Sections 4.08 and 5.01 in respect of Trust Equipment, shall be deemed to be the Cost thereof as theretofore certified to the Trustee less 3.6% in the case of tank cars and 4.5% in the case of all other Trust Equipment of such Cost for each full period of one year elapsed between the date such unit was first put into use by the Company as certified to the Trustee and the date as of which Value is to be determined; *provided, however*, that the Value of any such unit assigned or transferred by the Trustee as provided in Section 4.07 shall in no event be less than the actual fair value thereof.



(2) The Value of any unit of Equipment conveyed to the Trustee as provided in Section 4.07 shall be deemed to be the lesser of (a) the actual fair value thereof to the Company and (b) the Cost of such unit, if new, or, in case of any unit of Equipment not new, (i) the depreciated book value thereof on the books of the Owner thereof, as of the date of the transfer thereof to the Trustee, or (ii) the Cost thereof, less 3.6% in the case of tank cars and 4.5% in the case of all other Trust Equipment of such Cost for each full period of one year elapsed between the date such unit was first put into use by the Company and the date of the transfer thereof to the Trustee or (iii) the value thereof, as of said last-mentioned date, as determined in accordance with the Code of Rules Governing the Condition of and Repairs to Freight and Passenger Cars for the Interchange of Traffic, Adopted by the Association of American Railroads, Operations and Maintenance Department, Mechanical Division, as in effect at the time in question (or, if there is no such Code then in effect, sound accounting principles), whichever shall be less.

The words *herein*, *hereof*, *hereby*, *hereto*, *hereunder* and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

## ARTICLE TWO

### TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.01. *Issuance of Trust Certificates.* Upon the sale of any of the Trust Certificates, an amount equal to the principal amount of the Trust Certificates so sold shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee.

Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.

The aggregate principal amount of Trust Certificates which shall be executed and delivered by the Trustee shall not exceed the Total Authorized Issue specified in the form of Trust Certificate except as provided in Sections 2.02, 2.03 and 2.04, and the aggregate principal amount represented by all the Trust Certificates shall be payable as hereinafter set forth.

*SECTION 2.02. Interests Represented by Trust Certificates; Dividends; Maturity; Sinking Fund; Redemption.*

(a) Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder and shall mature on the date therein specified. The Trust Certificates will bear dividends from the date thereof on the unpaid principal amounts thereof at the rate per annum therein specified, payable on May 1 and November 1 of each year, commencing November 1, 1973. Interest shall be payable on overdue payments of principal and dividends at the Penalty Rate.

(b) The Trust Certificates are subject to redemption in part through the application of the rental payable to the Trustee pursuant to Section 4.04(B)(5) on the Sinking Fund Redemption Dates at 100% of the principal amount thereof, together with accrued and unpaid dividends to the date fixed for redemption. The option to increase sinking fund payments and procedures required therefor are set forth in Section 4.04(B)(5).

(c) On or before the 30th day next preceding each Sinking Fund Redemption Date, the Trustee shall select for

redemption a principal amount of Trust Certificates so as to exhaust the amount of rental to be paid by the Company to it in cash pursuant to Section 4.04(B)(5) on or before the next succeeding Sinking Fund Redemption Date. The Trust Certificates (or portions thereof) to be redeemed shall be selected by the Trustee by allocating, as nearly as may be to the nearest \$1,000, the principal amount of Trust Certificates to be redeemed among the various holders of Trust Certificates in proportion to the outstanding aggregate principal amount of Trust Certificates registered in their respective names.

The Trustee shall mail by first class mail, postage prepaid a notice of redemption at least 30 days prior to each Sinking Fund Redemption Date to the holders of the Trust Certificates so to be redeemed in whole or in part, at their last addresses as they shall appear upon the registry books, but failure to give or receive such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Trust Certificates.

The notice of redemption shall specify the date for redemption and shall state that payment of the principal amount of the Trust Certificates or portions thereof to be redeemed (together with all accrued and unpaid dividends thereon to the date set for redemption) will be made at the Corporate Trust Office upon presentation and surrender of such Trust Certificates, that accrued dividends to the date fixed for redemption will be paid as specified in said notice, and that from and after said date dividends thereon or on the portions thereof to be redeemed will cease to accrue. The notice of redemption shall also state the aggregate principal amount of Trust Certificates to be redeemed and the serial numbers thereof; and in case there shall have been selected as aforesaid less than the entire principal amount of any Trust Certificate, the notice shall specify the serial number of such Trust Certificate and the prin-

principal amount thereof called for redemption, and shall state that on and after the redemption date, upon presentation and surrender of such Trust Certificate, the holder shall receive the redemption price in respect of the principal amount thereof called for redemption and the Trustee shall make an appropriate notation on such Trust Certificate of the amount thereof redeemed or, at the request of such holder, shall, without charge, issue a new Trust Certificate for the principal amount thereof remaining unredeemed. The serial numbers of any Trust Certificates to be redeemed, required to be included in any such notice, may be stated in any one or more of the following ways: individually; in groups from one number to another number, both inclusive; in groups from one number to another number, both inclusive, except such as shall previously have been called for redemption or otherwise retired; or in such other manner as the Trustee shall deem appropriate.

(d) The Company on or before the redemption date specified in the notice of redemption having deposited with the Trustee an amount in cash sufficient to redeem all the Trust Certificates or portions thereof called for redemption, the Trust Certificates or portions thereof called for redemption shall become due and payable on such redemption date at the Corporate Trust Office, and from and after such redemption date dividends on such Trust Certificates or portions thereof shall cease to accrue and such Trust Certificates or portions thereof shall no longer be deemed to be outstanding hereunder and shall cease to be entitled to the benefit of this Agreement except to receive payment from the moneys reserved therefor in the hands of the Trustee. The Trustee shall hold the redemption moneys in trust for the holders of the Trust Certificates or portions thereof called for redemption and shall pay the same to such holders respectively upon presentation and surrender of such Trust Certificates.

All Trust Certificates redeemed in full and paid or otherwise surrendered as provided in this Article Two shall be canceled by the Trustee and no Trust Certificates shall be issued in place thereof except as provided in this Article Two. The Trustee shall destroy such canceled Trust Certificates held by it and deliver to the Company a certificate of destruction signed by an authorized officer of the Trustee.

(e) The principal of and dividends on the Trust Certificates shall be payable at the Corporate Trust Office in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, but only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions hereof. Notwithstanding the provisions of the preceding sentence of this paragraph, in the case of payments of principal and dividends to be made on a Trust Certificate not then to be paid in full, upon written request and deposit of an agreement satisfactory to the Trustee of the holder of such Trust Certificate (the responsibility of such holder to be satisfactory to the Trustee) obligating such holder, prior to any transfer or other disposition thereof, to surrender the same to the Trustee for notation thereon of the portion of principal amount theretofore paid or redeemed in whole or in part, on the date each such payment is due the Trustee will mail its check, or upon written request of the holder the Trustee will wire by 11:00 a.m. New York time, funds immediately available on such date, to the account of such registered holder at such bank as it may designate by notice in writing to the Trustee, in the case of wire transfers, and in all other cases, to such registered holder at his address shown on the registry books maintained by the Trustee or at such other address as may be directed in writing by such holder (and the Company agrees to make its rental payments pursuant to Section 4.04 at such times and in such funds

as will enable the Trustee to comply herewith); *provided, however*, that the deposit of an agreement pursuant to this paragraph shall not be required of any original purchaser of the Trust Certificates or of any other purchasers approved by the Company, who, at the time payments of principal or dividends are to be made, are holders of Trust Certificates, and the Trustee shall without the deposit of such agreement make payments of principal and dividends to such original purchasers of Trust Certificates or to any other purchaser so approved by the Company at the address of each supplied to the Trustee by the Company.

SECTION 2.03. *Form, Execution and Characteristics of Trust Certificates.*

(a) The Trust Certificates and the guaranty to be endorsed on the Trust Certificates by the Company as provided in Section 6.01 shall be in substantially the forms hereinbefore set forth.

(b) The Trust Certificates shall be signed in the name and on behalf of the Trustee by its President, one of its Vice Presidents or one of its Assistant Vice Presidents and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by its Secretary or one of its Assistant Secretaries. In case any officer of the Trustee whose signature shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued and delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Trustee and be issued and delivered, and shall be as effective and binding, as though such person had not ceased to be or had then been such officer of the Trustee.

(c) The Trust Certificates (i) shall be issuable in denominations of \$1,000 or any multiple thereof; (ii) shall be

registered, as to both principal and dividends, in the name of the holders; (iii) shall be transferable in whole or in part upon presentation and surrender thereof for registration of transfer at the Corporate Trust Office, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; (iv) shall be dated as of the date of issue unless issued in exchange for another Trust Certificate or Certificates bearing unpaid dividends from an earlier date, in which case they shall be dated as of such earlier date; (v) shall entitle the registered holder to dividends from the date thereof; and (vi) shall be exchangeable for an equal aggregate principal amount of Trust Certificates of authorized denominations of like tenor and maturity by presentation and surrender of said Trust Certificates at the Corporate Trust Office.

(d) Anything contained herein to the contrary notwithstanding, the parties hereto may deem and treat the registered holder of any Trust Certificates as the absolute owner of such Trust Certificates for all purposes and shall not be affected by any notice to the contrary.

(e) The Trustee shall cause to be kept books for the registration, exchange and registration of transfer of the Trust Certificates and, upon presentation of the Trust Certificates for any such purpose, the Trustee shall register or cause to be registered, exchanged or cause to be exchanged, or register or cause to be registered the transfer of, as the case may be, as hereinabove provided, and under such reasonable regulations as it may prescribe, any of the Trust Certificates.

(f) For any registration, transfer or exchange, the Trustee shall require the payment of a sum sufficient to reimburse it for any governmental charge connected therewith.

(g) Each Trust Certificate delivered pursuant to any provision of this Agreement in exchange or substitution for, or upon the transfer of the whole or any part, as the case may be, of one or more other Trust Certificates shall carry all the rights to principal and to dividends accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, such Trust Certificate shall be so dated that neither gain nor loss in dividends or principal shall result from such exchange, substitution or transfer.

(h) The Trustee shall not be required (i) to issue, register the transfer of or exchange Trust Certificates for a period of ten days next preceding any dividend payment date or for a period of 40 days next preceding any Sinking Fund Redemption Date, or (ii) except as specifically provided in Section 2.02(c), to register the transfer of or exchange any Trust Certificate called or being called for redemption.

SECTION 2.04. *Replacement of Lost Trust Certificates.* In case any Trust Certificate shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate of like tenor, date and maturity, and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for, and upon cancelation of, the mutilated or defaced Trust Certificate, or in lieu of and in substitution for the same if lost, destroyed or stolen. The Company shall deliver to the Trustee written authorization for the Trustee to take such action and shall execute its guaranty on any Trust Certificates to be so delivered. The applicant for a new Trust Certificate pursuant to this Section shall furnish to the Trustee and to the Company evidence to their satis-



faction (which in the case of any original holder of Trust Certificates, may be a certificate of such holder) of the loss, destruction or theft of such Trust Certificate alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate, and also shall furnish such security or indemnity as may be required by the Trustee and by the Company in their discretion, and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates shall be issued, held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

### ARTICLE THREE

#### ACQUISITION OF TRUST EQUIPMENT BY TRUSTEE; DEPOSITED CASH

SECTION 3.01. *Acquisition of Equipment by Trustee.* The Company, as speedily as may be, shall cause to be sold to the Trustee, as trustee for the holders of the Trust Certificates, all of the Equipment described in Schedule I hereto. Such Equipment shall be delivered to the person or persons designated by the Trustee as its agent or agents to accept such delivery (who may be one or more of the officers or agents of the Company) and the certificate of any such agent or agents as to such delivery and acceptance shall be conclusive evidence of such delivery.

In the event that the Company shall deem it necessary or desirable to procure for the use of the Company, and to include in the trust hereby created, other Equipment in

lieu of or in addition to any units of the Equipment specifically described in Schedule I hereto prior to the delivery of such Equipment to the Trustee or its agent or agents, or in the event that any unit of the Equipment described in Schedule I hereto shall suffer a Casualty Occurrence as defined in Section 4.08, prior to such delivery, the Company may cause to be sold to the Trustee other Equipment, to be substituted under the trust.

SECTION 3.02. *Payment of Deposited Cash.* From time to time, when and as any of the Trust Equipment shall have been delivered to the Trustee or its agent or agents pursuant to Section 3.01, the Trustee shall (subject to the provisions of Section 3.03) pay, upon Request, to the Owners of the delivered Trust Equipment out of Deposited Cash an amount which will equal 80% of the aggregate Purchase Price of such Trust Equipment, as specified in the Officers' Certificate furnished to the Trustee pursuant to Section 3.04(b).

SECTION 3.03. *Payment of Deficiency.* The Company covenants that, contemporaneously with the Request to the Trustee pursuant to Section 3.02, the Company will, with respect to any part of the Trust Equipment which is not owned by the Company or an Affiliate immediately prior to its delivery to the Trustee pursuant to Section 3.02, pay to the Trustee, as advance rental, that portion of the Purchase Price of the delivered Trust Equipment not paid out of Deposited Cash as provided for in Section 3.02, and thereupon the Trustee shall, upon Request, pay to the Owners of the delivered Trust Equipment, by the use of such advance rental, such portion of the Purchase Price; the intention being that the Company shall ultimately pay not less than 20% of the Purchase Price of all the Trust Equipment delivered to the Trustee pursuant to this Article

Three, and the Trustee and the Company shall at any time, if occasion arises, adjust their accounts and payments to the end that the Trustee shall pay with Deposited Cash not more than 80% of the Purchase Price of such Trust Equipment and the Company shall pay the remainder.

SECTION 3.04. *Supporting Papers.* The Trustee shall not pay out any Deposited Cash against the delivery of any of the Trust Equipment unless and until it shall have received:

(a) a certificate of the agent or agents designated by the Trustee to receive delivery of the Trust Equipment, stating that the Trust Equipment described and specified therein by number or numbers has been delivered to such agent or agents (the date of such certificate to be conclusively presumed as the date of such delivery);

(b) an Officers' Certificate which shall state (i) that such Trust Equipment is Equipment as herein defined, (ii) that the Purchase Price of such Trust Equipment is an amount therein specified, (iii) that the Cost, Depreciated Cost and fair value to the Company in the opinion of the signer, as of the date of the above-mentioned Request, of such Trust Equipment are amounts therein specified or are not less than amounts therein specified and (iv) the date each unit of such Trust Equipment was first put into use or that such unit was first put into use not earlier than a specified date;

(c) a bill or bills of sale of such Trust Equipment (and related invoice or invoices in respect thereof if the Owner thereof is not the Company) from the Owners to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee that the title to

the Trust Equipment described therein is free from all claims, liens, security interests and other encumbrances (including any leasehold interest therein other than subleases permitted by Section 4.09) other than the rights of the Company hereunder; and

(d) an Opinion of Counsel to the effect (i) that such bill or bills of sale are valid and effective, either alone or in connection with any other instrument referred to in and accompanying such opinion, to vest in the Trustee title to such Trust Equipment free from all liens, security interests and other encumbrances (including any leasehold interest therein other than subleases permitted by Section 4.09) other than the rights of the Company hereunder and (ii) that in case of any Trust Equipment not specifically described herein, a proper supplement hereto in respect of such Trust Equipment has been duly executed and delivered by the Trustee and the Company and duly recorded pursuant to the requirements of Section 6.05.

Any Officers' Certificate delivered pursuant to this Section 3.04 may state that the Cost of the Trust Equipment therein referred to is tentatively determined, subject to final adjustment to be evidenced in a final Officers' Certificate to be delivered to the Trustee.

If the aggregate Purchase Price, as specified in the certificates theretofore delivered to the Trustee pursuant to this Section 3.04, of the Trust Equipment delivered to the Trustee or its agent or agents pursuant to this Article Three shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to Section 2.01, the Company will cause to be sold, assigned and transferred to the Trustee additional Equipment in such amount and of such cost that the aggregate Purchase Price of the Trust Equipment will be at least 125% of the aggregate principal

amount of said Trust Certificates and the Company will deliver to the Trustee the documents set forth in the first paragraph of this Section 3.04 in respect of such additional Equipment.

## ARTICLE FOUR

### LEASE OF TRUST EQUIPMENT TO THE COMPANY

SECTION 4.01. *Lease of Trust Equipment.* The Trustee does hereby let and lease to the Company all the Trust Equipment from and after the date each unit of such Trust Equipment is acquired by the Trustee to the date on which title to the Trust Equipment vests in the Company pursuant to Section 4.05.

SECTION 4.02. *Equipment Automatically Subjected.* As and when any Equipment shall from time to time be delivered hereunder to the Trustee or its agent or agents, the same shall, *ipso facto* and without further instrument of lease or transfer, become subject to all the terms and provisions hereof.

SECTION 4.03. *Additional and Substituted Equipment Subject Hereto.* In the event that the Company shall, as provided in Section 3.01, 3.04 or 4.07, cause to be transferred to the Trustee other Equipment in addition to or in substitution for any of the Equipment herein specifically described or subjected hereto, such other Equipment shall be included as part of the Trust Equipment by supplement hereto to be executed by the Trustee and the Company and shall be subject to all the terms and conditions hereof in all respects as though it had been part of the Equipment herein specifically described.

SECTION 4.04. *Rental Payments.* The Company hereby accepts the lease of all the Trust Equipment, and agrees to accept delivery and possession hereunder of the Trust

Equipment; and the Company agrees to pay to the Trustee at the Corporate Trust Office (or, in the case of taxes, to the proper taxing authority), in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, rental hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable (whether or not any of such items shall become due and payable prior to the delivery and lease to the Company of any unit of the Trust Equipment) :

(A) The Company shall, at the time of making a Request pursuant to Section 3.02, pay to the Trustee, any advance rental required by Section 3.03.

(B) In addition to such advance rental the Company shall pay to the Trustee, as rental for the Trust Equipment, and whether or not at the time any thereof shall have been delivered to the Company, and notwithstanding that any of the Trust Certificates shall have been acquired by the Company or shall not have been presented for payment, the following :

(1) from time to time upon written request of the Trustee (a) the reasonable and necessary expenses of the trust hereby created, including, without limitation, reasonable compensation to the Trustee, all expenses provided for herein and all expenses incident to the preparation and execution of the Trust Certificates, and in connection with the preparation, execution, recording and filing hereof and any other instruments executed under the provisions hereof with respect to the Trust Equipment, and (b) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at time of purchase) in connection with any purchase, sale or redemption by the Trustee of Investments.

(2) from time to time upon written request of the Trustee any and all taxes, assessments and governmental charges upon or on account of the income or property of the trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay.

(3) (a) the amounts of the dividends payable on the Trust Certificates, when and as the same shall become payable, and (b) interest at the Penalty Rate from the due date, upon the amount of any instalments of rental payable in respect of the principal of and dividends on the Trust Certificates which shall not be paid when due, to the extent legally enforceable.

(4) the principal of the Trust Certificates, when and as the same shall become payable, whether upon the dates of maturity thereof or by declaration or otherwise under the provisions of this Agreement.

(5) as a sinking fund for the Trust Certificates maturing on May 1, 1981, on or before each Sinking Fund Redemption Date with respect thereto, an amount in cash sufficient to redeem \$1,250,000 aggregate principal amount of such Trust Certificates in each of the years 1974 through 1980; as a sinking fund for the Trust Certificates maturing on May 1, 1993, on or before each Sinking Fund Redemption Date with respect thereto, an amount in cash sufficient to redeem \$1,100,000 aggregate principal amount of such Trust Certificates in each of the years 1982 through 1992; and, in addition, on or before May 1, 1982, and each subsequent Sinking Fund Redemption Date the Company may pay additional rentals as a sinking fund to redeem such greater amount, not exceeding the required sinking fund retirement for such date, of Trust Certificates as the Company shall specify in a Request delivered

to the Trustee at least 60 days prior to such Sinking Fund Redemption Date.

To the extent that the right of the Company to pay additional rentals as a sinking fund pursuant to subparagraph (5) above is not exercised in any year, such right shall not be cumulative or carried forward to any subsequent year.

Nothing contained herein or in the Trust Certificates shall be deemed to impose on the Trustee or on the Company any obligation to pay to the registered holder of any Trust Certificate any tax, assessment or governmental charge required by any present or future law of the United States of America, or of any state, county, municipality or other taxing authority thereof, to be paid in behalf of, or withheld from the amount payable to, the holder of any Trust Certificate.

The Company shall not be required to pay any tax, assessment or governmental charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof; *provided, however*, that the rights or interests of the Trustee or of the holders of the Trust Certificates will not be materially endangered thereby and the Company shall have furnished the Trustee an Opinion of Counsel satisfactory to the Trustee to such effect.

SECTION 4.05. *Termination of Trust.* After all payments due or to become due from the Company hereunder shall have been completed and fully made to the Trustee (1) such payments shall be deemed to represent payment of the full purchase price for the Company's purchase at such time of the Trust Equipment from the Trustee, (2) any moneys remaining in the hands of the Trustee after providing for payment in full of all outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the



Company, (3) title to all the Trust Equipment shall vest in the Company and (4) the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon public records the Company's title to all the Trust Equipment under the laws of any jurisdiction; *provided, however*, that until that time title to the Trust Equipment shall not pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwithstanding the delivery thereof to and the possession and use thereof by the Company pursuant to this Agreement.

SECTION 4.06. *Indemnity.* The Company covenants and agrees to indemnify the Trustee against any and all claims arising out of or connected with the ownership or use of any of the Trust Equipment, and particularly against any and all claims arising out of the use of any patented inventions in and about the Trust Equipment, and to comply in all respects with the laws of the United States of America and of all the states and other jurisdictions in which the Trust Equipment, or any unit thereof, may be operated, and with all lawful acts, rules, regulations and orders of any commissions, boards and other legislative, executive, administrative or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including without limitation all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; *provided, however*, that the Company may in good faith contest the validity of any such law, act, rule, regulation or order, or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not in the judgment of the Trustee and as set forth in an Opinion of Counsel furnished to the Trustee by

the Company materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates. The Company shall not be relieved from any of its obligations hereunder by reason of the assertion or enforcement of any such claims or the commencement or prosecution of any litigation in respect thereof.

SECTION 4.07. *Substitution and Replacement of Trust Equipment.* Upon Request, the Trustee shall, at any time and from time to time, execute and deliver a bill of sale assigning and transferring to the transferee named by the Company all the right, title and interest of the Trustee in and to any or all of the units of Trust Equipment as provided herein; *provided, however*, that at the time of assignment or transfer of any such units of Trust Equipment (a) there shall be paid to the Trustee cash in an amount not less than the Value, as of the date of such Request, of the units of Trust Equipment to be assigned or transferred by the Trustee or (b) there shall be conveyed to the Trustee other units of Equipment and of a Value not less than the Value, as of the date of such Request, of the units of Trust Equipment to be assigned or transferred.

At the time of delivery of any Request pursuant to the first paragraph of this Section, the Company shall, if other Equipment is to be conveyed to the Trustee in substitution for the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee the following papers:

- (1) an Officers' Certificate stating (i) the kind and number of units of Equipment so to be substituted, (ii) the Value, as of the date of such Request, of the Trust Equipment so to be assigned or transferred by the Trustee and the date such Trust Equipment was first put into use (or that such Trust Equipment was first put into use not later than a specified date), (iii) that the requested assignment or transfer by the Trustee will not impair the security under this Agree-

ment in contravention of the provisions hereof, (iv) the Value of the units of Equipment so to be substituted as of the date of such Request and the date each unit of Equipment so to be substituted was first put into use (or that each unit of Equipment so to be substituted was first put into use not earlier than a date specified with respect to each such unit), (v) that each unit of Equipment so to be substituted has been marked as provided in Section 4.10 (if marking is required thereby), (vi) that each such unit so to be substituted is Equipment as herein defined and (vii) that the Company is not in Default;

(2) a certificate, an invoice or invoices (if the Owner is not the Company) and a bill or bills of sale in respect of such substituted Equipment as provided for in subparagraphs (a) and (c) of the first paragraph of Section 3.04; and

(3) an Opinion of Counsel to the effect set forth in subparagraph (d) of the first paragraph of Section 3.04, with respect to such substituted Equipment.

At the time of delivery of any Request pursuant to the first paragraph of this Section, the Company shall, if cash is to be paid to the Trustee in respect of the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee an Officers' Certificate corresponding to that set forth in the second paragraph of this Section, insofar as it relates to the action requested.

Cash deposited with the Trustee pursuant to this Section or Section 4.08 shall, from time to time, be paid over by the Trustee to the Company upon Request, against conveyance to the Trustee of units of Equipment having a Value, as of the date of said Request, not less than the amount of cash so paid, and upon delivery to the Trustee of papers corresponding to those set forth in the second

paragraph of this Section, insofar as they relate to the action requested.

SECTION 4.08. *Maintenance of Trust Equipment; Casualty Occurrences.* The Company agrees that it will cause all the Trust Equipment to be maintained and kept in good order and proper repair without cost and expense to the Trustee, unless and until it becomes worn out, unsuitable for use, lost or destroyed (hereinafter called a Casualty Occurrence). Whenever any unit of the Trust Equipment shall suffer a Casualty Occurrence the Company shall, within 30 days after it shall have been informed of such Casualty Occurrence, deliver to the Trustee an Officers' Certificate describing such Trust Equipment and stating the Value thereof as of the date of such Casualty Occurrence. Within 30 days after the Company shall have been informed of Casualty Occurrences to units of Trust Equipment (exclusive of units having suffered a Casualty Occurrence in respect of which a payment shall have been made to the Trustee pursuant to this Section), the aggregate Value of which, as of the date of the Casualty Occurrence in respect of each thereof, exceeds \$200,000 (or such lesser amount as the Company may elect), the Company shall deposit with the Trustee an amount in cash equal to the Value of such units as of the date of the Casualty Occurrence in respect of each thereof. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of any Casualty Occurrence. Cash deposited with the Trustee pursuant to this Section shall be held and applied as provided in the fourth paragraph of Section 4.07.

The Company agrees to furnish to the Trustee, on or before May 15 in each year during the continuance of the lease provided for herein, an Officers' Certificate, dated

as of the preceding December 31, stating (1) the description and numbers of all units of the Trust Equipment that have suffered a Casualty Occurrence since the date of the last preceding statement (or the date of this Agreement in the case of the first statement) (2) the number of units of the Trust Equipment which the Company has been notified are then undergoing repairs, other than running repairs, or then withdrawn from use for such repairs and (3) that in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement (or the date of this Agreement in the case of the first statement) the marks, if any, required by Section 4.10 have been preserved, or that such Trust Equipment when repainted or repaired has been again marked as required thereby and (4) such other information as to the condition and state of repair of the Trust Equipment as the Trustee may reasonably request. The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect at the Company's expense the Trust Equipment at the then existing locations thereof; *provided, however*, that the Company shall not be liable for any injury to, or the death of, any agent or employee of the Trustee incurred while exercising any such right to inspect the Trust Equipment under the preceding provision of this sentence, unless the Company's own negligence is the direct cause of such injury or death.

SECTION 4.09. *Possession of Trust Equipment.* Except as provided in this Section, the Company will not assign or transfer its rights hereunder, or transfer or sublet the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, except as herein provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equip-

ment. An assignment or transfer to a corporation which shall directly or indirectly acquire all or substantially all of the property of the Company (by merger, consolidation or otherwise) and which, by execution of an appropriate instrument satisfactory to the Trustee, shall assume and agree to perform each and all of the obligations and covenants of the Company hereunder and under the guaranty endorsed on the Trust Certificates shall not be deemed a breach of this covenant, but no such transfer or assumption shall have the effect of releasing the Company from its obligations hereunder or from its obligations as guarantor of the Trust Certificates. The appointment of a receiver or receivers in equity or reorganization or a trustee or trustees in bankruptcy or reorganization for the Company or for its property shall not be deemed an unauthorized assignment.

So long as an Event of Default shall not have occurred and be continuing, the Company shall be entitled to the possession and use of the Trust Equipment in accordance with the terms hereof, and the Company may also (a) furnish the Trust Equipment or any part thereof to railroad companies for use upon the lines of railroad owned or operated by them or over which they have trackage rights and upon connecting and other carriers in the usual interchange of traffic, or to others than railroad companies for use in their business, or (b) sublet all or any part of the Trust Equipment, but only, in either case, upon and subject to all the terms and conditions of this Agreement, and to all rights of the Trustee hereunder.

Any such sublease may provide that the sublessee, so long as it shall not be in default under such sublease, shall be entitled to the possession of the Trust Equipment included in such sublease and the use thereof subject to the rights and remedies of the Trustee in respect of the Trust Equipment covered by such sublease upon the occurrence of an Event of Default.

The Trustee shall have the right to declare the lease provided for herein terminated in case of any unauthorized assignment or transfer of the Company's rights hereunder or in case of any unauthorized transfer or sublease of any of the Trust Equipment. The election of the Trustee to terminate the lease provided for herein shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

SECTION 4.10. *Marking of Trust Equipment.* On or before May 15 in each year, the Company shall furnish to the Trustee an Opinion of Counsel to the effect that the marking of Trust Equipment is not required by law to properly protect the title of the Trustee to the Trust Equipment or the rights of the holders of the Trust Certificates. In the event that the Company does not furnish any such Opinion, it agrees that, as soon as practicable, and in any case within six months, it shall plainly, distinctly, permanently and conspicuously mark on each side of each unit of the Trust Equipment, in letters not less than seven-sixteenths of one inch in height:

"OWNED BY A BANK OR TRUST COMPANY UNDER A  
SECURITY AGREEMENT FILED UNDER THE INTERSTATE  
COMMERCE ACT, SECTION 20c."

or other similar words approved in an Opinion of Counsel delivered to the Trustee. In such case, the Company will furnish to the Trustee an Officers' Certificate stating that the Trust Equipment has been marked in accordance with the provisions of this Section.

In case, prior to the termination of the lease provided for in this Article Four, any of such marks shall at any time be removed, defaced or destroyed, the Company shall promptly cause the same to be restored or replaced. The

Company shall not change, or permit to be changed, the numbers of any of the Trust Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Trustee and which shall be filed and recorded by the Company in like manner as this Agreement.

The Trust Equipment may be lettered "Pullman Transport Leasing Company" or in some other appropriate manner for convenience of identification of the leasehold interest of the Company therein, and may also be lettered, in case of a sublease of any Trust Equipment made pursuant to Section 4.09, in such manner as may be appropriate for convenience of identification of the subleasehold interest therein; but the Company, during the continuance of the lease provided for herein, will not allow the name of any person, firm, association or corporation to be placed on any of the Trust Equipment if the right, title and interest of the Trustee therein would thereby be impaired or invalidated.

## ARTICLE FIVE

### EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01. *Events of Default.* The Company covenants and agrees that in case:

- (a) the Company shall default in the payment of any part of the rental payable hereunder (including advance rental) for more than 30 days after the same shall have become due and payable, or
- (b) the Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or



shall make any unauthorized transfer or sublease (including, for the purpose of this clause (b), unauthorized contracts for the use thereof) of any of the Trust Equipment, or, except as herein authorized, shall part with the possession of any of the Trust Equipment, and shall fail or refuse either to cause such assignment or transfer or sublease to be canceled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within 30 days after the Trustee shall have demanded in writing such cancelation and recovery of possession, or within said 30 days to deposit with the Trustee a sum in cash equal to the Value, as of the date of such unauthorized action, of such Trust Equipment (any sum so deposited to be returned to the Company upon the cancelation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment), or

(c) the Company shall, for more than 60 days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants hereof on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, or

(d) any proceedings shall be commenced by or against the Company for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments or indebtedness, reorganizations, arrangements, compositions or extensions, and, unless such proceeding shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Company under this Agreement, under the guaranty

endorsed on the Trust Certificates and under any instrument made in connection with the purchase of the Trust Certificates by the initial holders thereof, shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Company or for its property in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier,

then, in any such case (herein sometimes called an Event of Default), the Trustee in its discretion may, and upon the written request of the holders of a majority in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare to be due and payable forthwith the entire amount of the rentals then or thereafter (including any unpaid advance rental, but not including rentals required for the payment of dividends accruing after the date of such declaration, if any) payable by the Company as set forth in Section 4.04 and not theretofore paid. Thereupon the entire amount of such rentals shall forthwith become and shall be due and payable immediately without further demand, together with interest at the Penalty Rate, to the extent legally enforceable, on any portion thereof then or thereafter overdue.

In case one or more Events of Default shall happen, the Trustee in its discretion also may, and upon the written request of the holders of a majority in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare the principal of all the Trust Certificates then outstanding to be due and

payable, and thereupon the same shall become and be immediately due and payable.

In case the Company shall fail to make any payment of rental payable pursuant to Section 4.04 in respect of the principal of, or dividends or interest on, the Trust Certificates when and as the same shall have become due and payable hereunder, and such default shall have continued for a period of 30 days, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the rentals so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Company or other obligor upon the Trust Certificates and collect in the manner provided by law out of the property of the Company or other obligor upon the Trust Certificates wherever situated the moneys adjudged or decreed to be payable.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor upon the Trust Certificates under the Bankruptcy Act or any other applicable law, or in case a receiver or trustee shall have been appointed for the Company or for the property of the Company or such other obligor, or in case of any other judicial proceedings relative to the winding up or liquidation of the affairs of the Company or such other obligor, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the rental payments hereunder or the principal amount of the Trust Certificates shall then be due and payable as herein or therein expressed whether by declaration or otherwise and irrespective of whether the Trustee shall have made any demand or declaration pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and

prove a claim or claims for the entire amount of the rentals then or thereafter payable (including any unpaid advance rental, but not including rentals required for the payment of dividends accruing after the date of such declaration) and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or bad faith) and of the holders of the Trust Certificates allowed in such proceedings and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the holders of the Trust Certificates and of the Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by each of the holders of the Trust Certificates to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the holders of the Trust Certificates, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or bad faith.

All rights of action and rights to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof at any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the

Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

SECTION 5.02. *Remedies.* In case of the happening and continuance of any Event of Default, the Trustee may by its agents enter upon the premises of the Company and any of its Affiliates or sublessees (or other person having acquired the use of the Trust Equipment) where any of the Trust Equipment may be and take possession of all or any part of the Trust Equipment and withdraw the same from said premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid *per diem*, mileage or other charges of any kind earned by the Trust Equipment or any part thereof, and may lease or otherwise contract for the use of the Trust Equipment or any part thereof, or with or without retaking possession thereof (but only after declaring due and payable the entire amount of rentals payable by the Company and the principal of all the then outstanding Trust Certificates, as provided in Section 5.01) may sell the same or any part thereof, free from any and all claims of the Company at law or in equity in one lot and as an entirety or in separate lots, insofar as may be necessary to perform and fulfill the trust hereunder, at public or private sale, for cash or upon credit, in its discretion, and may proceed otherwise to enforce its rights and the rights of the holders of then outstanding Trust Certificates in the manner herein provided, all subject to any mandatory requirements of law applicable thereto. Upon any such sale, the Trustee or any holder of Trust Certificates may bid for the property offered for sale

or any part thereof. Any such sale may be held or conducted at such place and at such time as the Trustee may specify, or as may be required by law, and without gathering at the place of sale the Trust Equipment to be sold, and in general in such manner as the Trustee may determine, but so that the Company may and shall have a reasonable opportunity to bid at any such sale. Upon such taking possession or withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights or remedies in respect of the Trust Equipment hereunder, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, and no payments theretofore made by the Company for the rent or use of the Trust Equipment or any of it shall, in the case of the happening of any Event of Default and such taking possession, withdrawal, lease or sale by the Trustee, give to the Company any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of the Trust Certificates. No such taking possession, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, or of principal and dividends in respect of the Trust Certificates, and the Company shall be and remain liable for the same until such sums have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of all the obligations of the Company under this Agreement.

SECTION 5.03. *Application of Proceeds.* If in the case of the happening of any Event of Default, the Trustee shall exercise any of the powers conferred upon it by Sections 5.01 and 5.02, all payments made by the Company to the Trustee, and the proceeds of any judgment collected from the Company by the Trustee, and the proceeds of

every sale or lease by the Trustee of any of the Trust Equipment, together with any other sums which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates or a part thereof, or dividends thereon), shall be applied by the Trustee to the payment, in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (b) of the dividends then due, with interest on overdue dividends at the Penalty Rate, to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the Penalty Rate, to the extent legally enforceable, from the last preceding dividend payment date, whether such Trust Certificates shall have then matured by their terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then *pro rata* without preference between principal and dividends.

After all such payments shall have been made in full, the title to any of the Trust Equipment remaining unsold shall be conveyed by the Trustee to the Company free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof, the Company agrees to pay the amount of such deficit to the Trustee. If after applying as aforesaid the sums of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

SECTION 5.04. *Waivers of Default.* Prior to the declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 5.01, the holders of a majority in aggregate unpaid principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust

Certificates waive any past Default and its consequences, except a Default in the payment of any instalment of rental then due and payable pursuant to Section 4.04 in respect of the principal of, or dividends or interest on, the Trust Certificates, but no such waiver shall extend to or affect any subsequent Default or impair any right consequent thereon.

If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable, all as provided in Section 5.01, all arrears of rent (with interest at the Penalty Rate upon any overdue instalments, to the extent legally enforceable), the expenses and reasonable compensation of the Trustee, together with all expenses of the trust occasioned by the Company's Default, and all other sums which shall have become due and payable by the Company hereunder (other than the principal of Trust Certificates, and any other rental payments which shall not at the time become due) shall be paid by the Company before any sale or lease by the Trustee of any of the Trust Equipment, and every other Default shall be made good or secured to the satisfaction of the Trustee and the holders of the Trust Certificates, or provision deemed by the Trustee and such holders to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of a majority in aggregate unpaid principal amount of the Trust Certificates then outstanding according to their terms, shall by written notice to the Company waive the Default by reason of which there shall have been such declaration or declarations and the consequences of such Default, but no such waiver shall extend to or affect any subsequent Default or impair any right consequent thereon.

SECTION 5.05. *Obligations of Company Not Affected by Remedies.* No retaking of possession of the Trust Equip-



ment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder or the obligations of the Company under the guaranty endorsed on the Trust Certificates. The Company hereby waives presentation and demand in respect of any of the Trust Certificates and waives notice of presentation, of demand and of any default in the payment of the principal of and dividends on the Trust Certificates.

SECTION 5.06. *Company to Deliver Trust Equipment to Trustee.* In case the Trustee shall rightfully demand possession of any of the Trust Equipment pursuant to the terms hereof, the Company will, at its own expense, forthwith and in the usual manner and at usual speed, cause such Trust Equipment to be drawn to such point or points as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Trust Equipment, at the expense of the Company, on any lines of railroad or premises approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same. It is hereby expressly covenanted and agreed that the performance of the foregoing covenant is of the essence of this Agreement and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

SECTION 5.07. *Trustee to Give Notice of Default.* The Trustee shall give to the holders of the Trust Certificates notice of each Default hereunder known to the Trustee

within 15 days after the Trustee has knowledge of such Default.

SECTION 5.08. *Control by Holders of Trust Certificates.* The holders of a majority in aggregate unpaid principal amount of the then outstanding Trust Certificates, by an instrument or instruments in writing executed and delivered to the Trustee, and upon offering the Trustee such reasonable indemnity as the Trustee may require against the costs, expenses or liabilities to be incurred therein or thereby, shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; *provided, however*, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action so directed may not lawfully be taken.

SECTION 5.09. *Limitations on Suits by Holders of Trust Certificates.* No holder of any Trust Certificate shall have any right to institute any action or proceeding at law or in equity or in bankruptcy or otherwise, upon or under or with respect to this Agreement, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of a Default and of the continuance thereof, as herein provided, and unless also the holders of a majority in aggregate principal amount of the Trust Certificates then outstanding shall have made written request or demand to the Trustee to institute such action or proceeding in its own name as trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee for 60 days after its receipt of such notice, request or demand and offer of indemnity shall have failed to institute any such action or

proceeding and no direction inconsistent with such written request shall have been given to the Trustee by the holders of a majority in aggregate unpaid principal amount of Trust Certificates then outstanding pursuant to Section 5.08; and no one or more holders of Trust Certificates shall have any right in any manner whatever to affect or prejudice the rights of any other holder of Trust Certificates, or to obtain or seek to obtain priority over any other such holder or to enforce any right under this Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Trust Certificates. For the protection and enforcement of the provisions of this Section, each and every holder of a Trust Certificate and the Trustee shall be entitled to such relief as can be given either at law or in equity.

SECTION 5.10. *Unconditional Right of Holders of Trust Certificates to Sue for Principal and Dividends.* Notwithstanding any other provision in this Agreement, the right of any holder of any Trust Certificate to receive payment of the principal of and dividends on such Trust Certificate, on or after the respective due dates expressed in such Trust Certificate, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder, except no such suit shall be instituted if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the title reserved under this Agreement upon any property subject hereto.

SECTION 5.11. *Remedies Cumulative; Subject to Mandatory Requirements of Law.* The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates shall not be deemed exclusive, but

shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity; and such remedies shall be subject in all respects to any mandatory requirements of law at the time applicable thereto.

## ARTICLE SIX

### ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY

SECTION 6.01. *Guaranty of Company.* The Company guarantees that the holder of each of the Trust Certificates shall receive the principal amount thereof, in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, when and as the same shall become due and payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the Penalty Rate, to the extent legally enforceable), and shall receive dividends thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates and this Agreement (and, if not so paid, with interest thereon until paid at the Penalty Rate, to the extent legally enforceable); and the Company agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the dividends thereon, in substantially the form herein set forth. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by the manual or facsimile signature of its President, a Vice President or the Treasurer. In case any officer of the Company whose signature shall appear on said guaranty shall cease to be such officer before the Trust Certificates shall have been issued and delivered by the Trustee, or

shall not have been acting in such capacity on the date of the Trust Certificates, such guaranty shall nevertheless be as effective and binding upon the Company as though the person who signed said guaranty had not ceased to be or had then been such officer.

SECTION 6.02. *Discharge of Liens.* The Company agrees that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a lien or charge upon or against any of the Trust Equipment; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings; *provided, however*, that such contest will not materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect.

If the Company does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any such debt, tax, charge, assessment, obligation or claim as required by this Section, the Trustee may, but shall not be obligated to, pay and discharge the same and any amounts so paid shall be secured by and under this Agreement until reimbursed by the Company.

SECTION 6.03. *Further Assurances.* The Company agrees to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

SECTION 6.04. *Merger or Consolidation.* The Company agrees not to merge or consolidate with any other corporation unless the survivor of such merger or consolidation shall be a solvent corporation organized under the laws of the United States of America or a State thereof or the District of Columbia and such survivor (if not the Company) shall assume, by an instrument in form and substance satisfactory to the Trustee, all the obligations and liabilities of the Company hereunder and as guarantor of the Trust Certificates.

SECTION 6.05. *Recording.* The Company will, promptly after the execution and delivery of this Agreement (and prior to the delivery of any Trust Equipment to the Trustee under Section 3.01) and each supplement hereto, respectively, cause this Agreement and each such supplement to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Company will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments required by the law of any jurisdiction in which use of the Equipment is permitted by Section 4.09 hereof or reasonably requested by the Trustee for the purpose of proper protection of the title of the Trustee and the rights of the holders of the Trust Certificates and of fully carrying out and effectuating this Agreement and the intent hereof.

Promptly after the execution and delivery of this Agreement and each supplement hereto, the Company will furnish to the Trustee (i) an Opinion of Counsel stating that, in the opinion of such counsel, this Agreement or such supplement, as the case may be, has been properly recorded and filed so as effectively to protect the title of the Trustee to the Trust Equipment and its rights and the rights of the holders of the Trust Certificates thereunder and hereunder

(to the extent possible under applicable law) as provided in the next preceding paragraph and reciting the details of such action and (ii) appropriate evidence of such recordation and filing.

## ARTICLE SEVEN

### CONCERNING THE HOLDERS OF TRUST CERTIFICATES

SECTION 7.01. *Evidence of Action Taken by Holders of Trust Certificates.* Whenever in this Agreement it is provided that the holders of a specified percentage in aggregate unpaid principal amount of the Trust Certificates may take any action (including the making of any demand or request, the giving of any notice, consent, direction or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced by any instrument or any number of instruments of similar tenor executed by holders of Trust Certificates in person or by agent or proxy appointed in writing.

SECTION 7.02. *Proof of Execution of Instruments and of Holding of Trust Certificates.* The execution of any instrument by a holder of Trust Certificates or his agent or proxy may be proved by the certificate of any notary public or other officer of any jurisdiction within the United States of America authorized to take acknowledgments of deeds to be recorded in such jurisdiction that the person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer. Proof of the execution of any such instrument, or a writing appointing an agent or proxy, in the manner here-

in provided, shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such instrument.

The ownership of Trust Certificates may be proved by the register of such Trust Certificates or by a certificate of the registrar thereof.

The Trustee may require such additional proof of any matter referred to in this Section as it shall deem necessary.

SECTION 7.03. *Trust Certificates Owned by Company.* In determining whether the holders of the requisite principal amount of the Trust Certificates have concurred in any direction, request or consent under this Agreement, Trust Certificates which are owned by the Company or by any other obligor on the Trust Certificates or by an Affiliate of the Company or any such other obligor shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, request or consent, only Trust Certificates which the Trustee knows are so owned shall be disregarded.

SECTION 7.04. *Right of Revocation of Action Taken.* At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 7.01, of the taking of any action by the holders of the required percentage in aggregate unpaid principal amount of the Trust Certificates specified in this Agreement in connection with such action, any holder of a Trust Certificate may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of ownership as provided in Section 7.02, revoke such action in so far as concerns such Trust Certificate. Except as aforesaid, any such action taken by the holder of any Trust Certificate shall be conclusive and binding upon such holder and upon all future holders and



owners of such Trust Certificate and of any Trust Certificate issued in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon such Trust Certificate. Any action taken by the holders of the required percentage in aggregate unpaid principal amount of the Trust Certificates specified in this Agreement in connection with such action shall be conclusive and binding upon the Company, the Trustee and the holders of all the Trust Certificates.

SECTION 7.05. *Amendment or Waiver.* Any provision of this Agreement (other than the provision for rentals payable pursuant to Sections 4.04(B)(1) and 4.04(B)(2)) may be amended or waived with the written consent of the holders of not less than  $66\frac{2}{3}\%$  of the aggregate unpaid principal amount of the Trust Certificates then outstanding; *provided, however*, that no such amendment or waiver shall reduce the amount of principal, change the date of any Sinking Fund Payment Date or the amount of any sinking fund payment required on any such date pursuant to Section 2.02 (b) hereof or reduce the rate or extend the time of payment of dividends with respect to the Trust Certificates without the consent of the holders of each Trust Certificate so affected or, without the consent of the holders of all of the Trust Certificates then outstanding, (1) reduce the amount of or extend the time of payment of any rentals payable under this Agreement or release or provide for the release of any of the Trust Equipment or any other property or cash held by the Trustee in trust, otherwise than as expressly permitted by the present terms of this Agreement, or (2) reduce the percentage of the aggregate unpaid principal amount of Trust Certificates then outstanding, the holders of which may approve any amendment or effect any waiver.

Upon the request of the Company, accompanied by a copy of the resolution or resolutions of its Board of Directors certified by its Secretary or an Assistant Secretary authorizing the execution of any agreement or instrument evidencing any such amendment or waiver, and upon the filing with the Trustee of evidence of the consent of holders of Trust Certificates as aforesaid, the Trustee shall join with the Company in the execution of such agreement or instrument unless such agreement or instrument, as the case may be, affects the Trustee's own rights, duties or immunities under this Agreement or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental agreement.

It shall not be necessary for the consent of the holders of Trust Certificates under this Section 7.05 to approve the particular form of any proposed agreement or instrument evidencing any amendment or waiver to be consented to under this Section, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 7.06. *Supplemental Agreements without Consent of Holders of Trust Certificates.* The Company, when authorized by resolution or resolutions of its Board of Directors, and the Trustee may from time to time and at any time enter into an agreement or agreements supplemental hereto to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental agreement which may be defective or inconsistent with any other provision contained herein or in any supplemental agreement, or to make such other provisions in regard to matters or questions arising under this Agreement which shall not adversely affect the interests of the holders of the Trust Certificates.

The Trustee is hereby authorized to join with the Company in the execution of any such supplemental agreement, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental agreement which affects the Trustee's own rights, duties or immunities under this Agreement or otherwise.

Any supplemental agreement authorized by the provisions of this Section 7.06 may be executed by the Company and the Trustee without the consent of the holders of any of the Trust Certificates at the time outstanding notwithstanding any of the provisions of Section 7.05.

## ARTICLE EIGHT

### THE TRUSTEE

SECTION 8.01. *Acceptance of Trust.* The Trustee hereby accepts the trust imposed upon it by this Agreement and agrees to perform the same as herein expressed.

SECTION 8.02. *Duties and Responsibilities of the Trustee.* In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement;

(b) the Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts or that its action or inaction was contrary to the express provisions of this Agreement;

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate unpaid principal amount of the

then outstanding Trust Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement;

(d) the Trustee shall not incur any liability to anyone in relying conclusively on, and in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Trust Certificate, guaranty or other paper, instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(e) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with such Opinion of Counsel and not contrary to any express provisions of this Agreement;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred therein or thereby;

(g) the Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement;

(h) the Trustee shall not be required to take notice, or be deemed to have knowledge of the occurrence of an Event of Default or any event which, with the passage of time or the giving of notice, or both, as specified in Section 5.01 hereof could become an Event of Default (other than a failure to pay rental or other sums hereunder when and if the same shall be due or payable or a failure to deliver any Officers' Certificate, Opinion of Counsel or any other document required to be delivered to the Trustee by any provision hereof) and may conclusively assume that no Event of Default or such event has occurred unless and until it shall have been notified in writing of the occurrence thereof by the Company or a holder of a Trust Certificate then outstanding, which notice shall distinctly specify the Event of Default desired to be brought to the attention of the Trustee; and

(i) the Trustee, as to any fact or matter the manner of determining of which is not specifically prescribed herein, may for all purposes rely upon an Officers' Certificate as to such fact or matter.

SECTION 8.03. *Application of Rentals.* The Trustee agrees to apply and distribute the rentals received by it under Section 4.04(B) when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 4.04(B) and, if applicable, Section 8.04.

The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more of the holders

of the Trust Certificates against all liability and expenses; and the Trustee shall not be responsible for the filing or recording or refiling or re-recording of this Agreement or of any supplement hereto or statement of new numbers.

SECTION 8.04. *Funds May be Held by Trustee; Investments.* Any funds at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on deposit with itself, and the Trustee will allow interest upon any such moneys held by it in trust at the rate generally allowed by it upon deposits of a similar character.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section 4.07 or Section 4.08 (hereinafter in this Section called Replacement Funds) in Investments, at such prices, not in excess of fair market value at the time of investment, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Trust Equipment or for payment of the principal or dividends on any Trust Certificate, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any such sale up to the amount paid for such Investments, including any premium and accrued interest, or apply such proceeds to the payment of said principal or dividends if and to the extent such proceeds are needed therefor.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for

that purpose under the provisions of Section 4.04(B)(1)(b), an amount equal to any expenses incurred in connection with any purchase, sale or redemption of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest.

The Company, if not to the knowledge of the Trustee in Default, shall be entitled to receive any interest allowed as provided in the first paragraph of this Section and any interest (in excess of accrued interest paid from Deposited Cash at the time of purchase) or other profit which may be realized from any sale or redemption of Investments.

SECTION 8.05. *Trustee Not Liable for Delivery Delays or Defects in Equipment or Title; May Act Through Others; No Responsibility for Recitals, etc.; Compensation; Owning Trust Certificates; Moneys Held In Trust.* The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto or otherwise.

The Trustee may perform its powers and duties hereunder by or through such attorney, agents and servants as it shall appoint, and shall be answerable only for its own acts, negligence and wilful defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or of the Trust Certificates (except for its own execution thereof), or for



the guaranty by the Company, or for any mistake of fact or law not attributable to its own gross negligence or bad faith.

The Trustee shall be entitled to receive payment of all of its reasonable and necessary expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates with the same rights which it would have if it were not Trustee.

Any moneys at any time held by the Trustee hereunder shall, until paid out or invested by the Trustee, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates and, if applicable, itself.

*SECTION 8.06. Resignation and Removal; Appointment of Successor Trustee.*

(a) The Trustee may at any time resign by giving 30 days' written notice of resignation to the Company and by mailing notice of resignation to all holders of Trust Certificates at their last addresses appearing on the registry books. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors of the Company, one copy of which instrument shall be delivered to the Trustee so resigning and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or

any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months may, subject to the provisions of Section 5.12, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the Company may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of its Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Section 5.12, any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The holders of a majority in aggregate principal amount of the Trust Certificates then outstanding may at any time remove the Trustee and appoint a successor trustee by delivering to the Trustee to be removed, to the successor trustee so appointed and to the Company the evidence

provided for in Section 7.01 of the action taken by the holders of the Trust Certificates.

(d) Any resignation or removal of the Trustee and any appointment of a successor trustee pursuant to any of the provisions of this Section 8.06 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 8.07.

(e) Every successor trustee appointed pursuant to this Section shall be a bank or trust company organized and doing business under the laws of the United States of America or the State of Illinois or the State of New York, having its Corporate Trust Office in either the city and state wherein the original Trustee had such office or in the Borough of Manhattan in the City and State of New York, or in the City of Chicago, State of Illinois and having capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the federal or state authority to which such corporation is subject, then, for the purposes of this paragraph (e), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

SECTION 8.07. *Acceptance of Appointment by Successor Trustee.* Any successor trustee appointed as provided in Section 8.06 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all

the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the written request of the Company or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Section 8.05.

SECTION 8.08. *Merger or Consolidation of Trustee.* Any corporation eligible under the provisions of paragraph (e) of Section 8.06 into which the Trustee or any successor trustee may be merged or with which it may be consolidated or any such corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party or any such corporation in any manner succeeding to all or substantially all of the corporate trust business of the Trustee or any successor trustee shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8.09. *Return of Certain Moneys to Company.* Notwithstanding any provision of this Agreement, any moneys paid to the Trustee which are applicable to the payment of the principal of or dividends on any Trust Certificates which remain unclaimed for four years after the day when such moneys were due and payable shall then be

repaid to the Company upon Request, and the holders of such Trust Certificates shall thereafter be entitled to look only to the Company for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Company as aforesaid, the Trustee may first publish a notice, in such form as may be deemed appropriate by the Trustee in respect of the Trust Certificates so payable and not presented and in respect of the provisions hereof relating to the repayment to the Company of the moneys held for the payment thereof.

## ARTICLE NINE

### MISCELLANEOUS

SECTION 9.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein shall be construed to confer upon any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, agreement or condition herein, and all the terms, covenants and conditions herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates.

SECTION 9.02. *No Recourse.* No recourse under this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any person, solely by reason of the fact that he is a stockholder, officer or director of the Company, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed that this Agreement and said guaranty are solely corporate obligations,

and that no personal liability whatever shall attach to or be incurred by any person, solely by reason of the fact that he is a stockholder, officer or director of the Company, under or by reason of any of the terms, agreements or conditions contained in this Agreement or in said guaranty, or implied therefrom, and that any and all such personal liability, either at common law or in equity, or by statute or constitution, is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

SECTION 9.03. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.04. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, the address set forth for the Company in Section 1.01 hereof, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, the Corporate Trust Office, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 9.05. *Legal Holidays.* In any case where the date of any dividend payment on or the maturity of any Trust Certificates is, at the place where payment is to be

made, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the dividends, or principal amount may be made on the next succeeding day which is not, at such place of payment, a legal holiday or a day on which banking institutions are authorized by law to close, and no dividends shall accrue for the period after such nominal date.

SECTION 9.06. *Effect of Headings; Date Executed; Governing Law; Counterparts.*

(a) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

(b) This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

(c) The provisions of this Agreement and all the rights and obligations of the parties hereunder shall be governed by the laws of the State of Illinois, *provided, however*, that the rights, duties and obligations of the Trustee hereunder shall be governed by the laws of the State of New York.

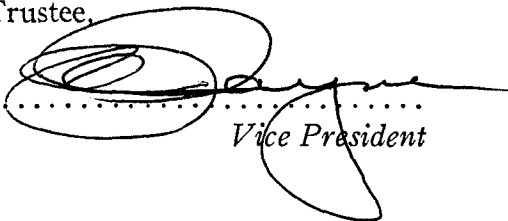
(d) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respec-

tive officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

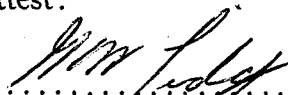
THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
Trustee,

by

  
.....  
Vice President

[CORPORATE SEAL]

Attest:

  
.....  
Assistant Secretary

PULLMAN TRANSPORT LEASING  
COMPANY,

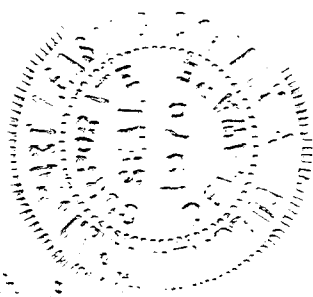
by

  
.....  
Vice President

[CORPORATE SEAL]

Attest:

  
.....  
Secretary





STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On this 27th day of April, 1973, before me personally appeared J. A. Payne, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

*Isabelle B. Shaw*

Notary Public

ISABELLE B. SHAW  
NOTARY PUBLIC, State of New York  
No. 43-3619760  
Qualified in Richmond County  
Certificate Filed with New York Co. Clerk  
Commission Expires March 30, 1975

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.:

On this 26<sup>th</sup> day of April, 1973, before me personally appeared Hugh W. Foster, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN TRANSPORT LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Jerome F. Rezel*

Notary Public

[NOTARIAL SEAL]

My Commission expires

Feb. 24, 1974

## SCHEDULE I

Quantity	Description	Car numbers (inclusive)
1,016	4,750 cu. ft. capacity 100-ton covered hopper car	KCS 306002, 306011, 306029, 306037, 306045, 306053, 306061, 306070, 306088, 306096, 306100, 306118, 306126, 306134, 306142, 306151, 306169, 306177, 306185, 306193, 306207, 306215, 306223, 306231, 306240, 306258, 306266, 306274, 306282, 306291, 306304, 306312, 306321, 306339, 306347, 306355, 306363, 306371, 306380, 306398, 306401, 306410, 306428, 306436, 306444, 306452, 306461, 306479, 306487, 306495, 306509, 306517, 306525, 306533, 306541, 306550, 306568, 306576, 306584, 306592, 306606, 306614, 306622, 306631, 306649, 306657, 306665, 306673, 306681, 306690, 306703, 306711, 306720, 306738, 306746, 306754, 306762, 306771, 306789, 306797, 306801, 306819, 306827, 306835, 306843, 306851, 306860, 306878, 306886, 306894, 306908, 306916, 306924, 306932, 306941, 306959, 306967, 306975, 306983, 306991, 307009, 307017, 307025, 307033, 307041, 307050, 307068, 307076, 307084, 307092, 307106, 307114, 307122, 307131, 307149, 307157, 307165, 307173, 307181, 307190, 307203, 307211, 307220, 307238, 307246 PTLX 31851-31880 PTLX 33006-33023, 33027-33030, 33032-33041, 33045, 33047- 33053, 33055, 33058-33062, 33066-33075, 33077, 33078, 33080, 33087, 33089-33091, 33093-33096, 33100-33104, 33106, 33108-33112, 33115- 33891
98	4,785 cu. ft. capacity 100-ton covered hopper car	PTLX 35185-35227 PTLX 35233-35262 PTLX 36000-36024
267	5,820 cu. ft. capacity 100-ton covered hopper car	PTLX 41500-41678, 41682, 41687, 41689-41708, 41711-41720, 41722-41729, 41733-41735, 41737-41750, 41753, 41755, 41756, 41759-41772, 41774- 41780, 41782, 41783, 41785- 41789

**SCHEDULE I—(Continued)**

<u>Quantity</u>	<u>Description</u>	<u>Car numbers (inclusive)</u>
15	20,800 gallon non-insulated tank car	PTLX 120102-120104, 120108, 120109-120119
10	20,800 gallon insulated tank car	PTLX 220019-220028
<i>New</i> <del>125</del> <sup>124</sup>	23,500 gallon insulated tank car	PTLX 92420-92428 PTLX 223340-223375, 223378-223424, 223429-223460
3	26,000 gallon non-insulated tank car	PTLX 126000-126002
<u>1533</u>		